From:	/O=CITY OF RANCHO PALOS VERDES/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=SO KIM6A3
To:	Selim <Selim@sawayaeng.com>
Cc:	Ara Mihranian; Jill Martin <jmartin@trumpnational.com>; Danny Aleshire <danny.aleshire@awattorneys.com>; Rehm, Zach@Coastal <Zach.Rehm@coastal.ca.gov>; Elena Gerli <egerli@awattorneys.com>
Subject:	Trump
Attachments:	Settlement Agreement 1995.pdf

Hi Selim,

1) There's no minimum width for bicycle paths required identified in the conditions of approval.
2) Flag pole easement condition M.2: The Applicant shall dedicate 25ft² (5' x 5') of property around the existing flag pole base to the City. Upon recordation, the City will henceforth be the owner of said property and the amenities located thereon. The Applicant shall be responsible for paying all necessary fees for the preparation of Grant Deed documents, including the legal description of said property and review by the City Engineer and City Attorney.
3) Parkway landscaping maintenance required per Condition Z.11.i - All landscaping (including parkway trees} shall be selected and maintained so that no trees or group of trees obstructs views from the public right-of-way or adjacent properties consistent with City Council policy regarding street trees.
4) Median landscaping maintenance not required. Condition BB.2 and P.1 has requirements for the Trump to provide/install certain type of landscaping in the median, but there's no requirements for maintenance responsibilities for median areas.
5) Settlement Agreement attached.

So

SETTLEMENT AGREEMENT

This Settlement Agreement dated May __, 1995 is entered into by and among the Sierra Club, The California Native Plant Society, Coastal Conservation Coalition, Save Our Coastline 2000, and Andrew Sargent (collectively "Plaintiffs"), Palos Verdes Land Holdings Company, Palos Verdes Land Holdings Company, Inc., and Zuckerman Building Co. (collectively "Real Parties in Interest"), the City of Rancho Palos Verdes ("City"), and California Coastal Commission ("Commission").

RECITALS

A. Real Parties in Interest own real property located in Coastal Subregions 7 and 8 of the City's Local Coastal Program. Real Parties in Interest have secured from City and Commission approvals for development of that real property consistent with Coastal Development Permit No. A-5-RPV-93-005A (the "Project"). The Project permits development of the property with 83 houses including 4 low income units, a public golf course, a public bluff-top oriented trail system, and coastal sage scrub preserves. For the purposes of this Agreement, "Project" shall also include the potential use of property currently owned by the local school district (the "District parcel") as part of the golf course, but this Agreement is not contingent upon Real Parties in Interest' acquisition of the District parcel.

B. Plaintiffs have challenged the development approvals given for the Project by filing Civil Actions No. BC 072817 and 083026 in the Los Angeles Superior Court (collectively the "Lawsuits"). The Los Angeles Superior Court heard Case No. BC 072817, in 1993, and granted Plaintiffs' housing claims, but denied their claims under the California Environmental Quality Act. Judgment was entered, an appeal taken, and the California Court of Appeal, Second Appellate District, denied that appeal. Case No. BC 083026 is still pending before the Los Angeles Superior Court.

C. Plaintiffs and Real Parties in Interest have discussed settlement of all disputes between and among them concerning the Project, including all claims that were raised or could have been raised in the Lawsuits, and have reached a settlement of all such matters, as set forth in this Settlement Agreement and the Mutual Release which is an exhibit hereto, which significantly reduces active golf course play areas and the impacts from golf play in the coastal setback zone of Coastal Subregion 7.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Project Modifications. Real Parties in Interest agree to modify the Project as described below and as depicted on the four maps attached as Exhibit "A," which are fully incorporated herein by reference and (~~except for~~ tee locations, ~~which~~ must be set back from the

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bluff edge as specified ~~below~~ on Exhibit A, but otherwise are approximate) govern the interpretation of the parties' mutual intent in the event the language below is in conflict with what is shown thereon:

A. The outer boundary of all active play areas (meaning, here and throughout this Agreement, tee boxes, fairways, playable rough, and greens) of the golf course westerly of Halfway Point Park shall be set back a minimum of 50 feet from the bluff edge (meaning, here and throughout this Agreement, the bluff edge as shown on Tentative Tract Maps No. 50666 and 50667 and approved by the Commission). As a result of the elimination/relocation of the most seaward tee previously planned adjacent to Halfway Point Park, as depicted on Exhibit "A," all tees will be located landward of the access to the Torrance Trail at Halfway Point Park. The strip of land at the southwesterly rim of Halfway Point Park that previously included the site of the eliminated/relocated tee shall be included in the Torrance Trail and/or Halfway Point Park.

B. The 18th fairway and associated playable rough, as depicted on Exhibit "A," shall be set back a minimum of 150 feet from the bluff edge, except at its southwesterly end, where it shall be set back a minimum of 125 feet from the bluff edge. The 18th green and associated playable rough shall be set back a minimum of 125 feet from the bluff edge. All tee boxes for the 18th hole shall be set back a minimum of 200 feet from the bluff edge, except that one tee box may be placed closer than 200 feet but not closer than 100 feet from the bluff edge. Plaintiffs understand that the relocation of the 18th fairway may require additional protective fencing for the proposed scarp trail, and agree that they will not oppose provision of any such protective fencing.

C. The 17th fairway and green and associated playable rough, as depicted on Exhibit "A," shall be set back a minimum of 200 feet from the bluff edge. All tee boxes for the 17th hole shall be set back a minimum of 200 feet from the bluff edge, except that one tee box may be placed closer than 200 feet but not closer than 100 feet from the bluff edge.

D. The 13th fairway and associated playable rough, as depicted on Exhibit "A," shall be set back a minimum of 150 feet from the bluff edge. The 13th green and associated playable rough shall be set back a minimum of 175 feet from the bluff edge. All tee boxes for the 13th hole shall be set back a minimum of 200 feet from the bluff edge, except that one tee box may be placed closer than 200 feet but not closer than 100 feet from the bluff edge.

E. Except as otherwise specified in items B through D above, the active play areas of the golf course easterly of Halfway Point shall be set back a minimum of 200 feet from the bluff edge. Golf cart paths serving holes 10, 13, 17 and 18 shall be generally as shown on Exhibit "A."

F. Access to all tees closer than 200 feet to the bluff edge shall be by pedestrian path, rather than by cart path directly leading to such tees. All tees closer than 200 feet to the bluff edge shall be designated as tournament or championship tees, and shall not be improved with ball washers, benches, or similar amenities. The design of the non-

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cart trail near the tournament tee for the 18th hole shall incorporate physical or natural barriers to cart use. It is agreed that any tee box located closer than 200 feet from the bluff edge shall not exceed 600 square feet in total area. Any pesticides applied to tournament tees shall only be applied by hand, at conditions where wind levels are below 10 miles per hour, and only to control infestations not controlled through biological measures. Real Parties in Interest shall reserve an easement providing for pedestrian access, use and maintenance to these tee boxes.

G. The changes called for by items A through E above result in approximately 18 acres of land along and landward of the bluff edge that will be offered for dedication to the public. The additional setback provided through Items A through E above (the "Additional Setback"), shall be offered for dedication to the City along with Lots E, F, G, H and K of Tract No. 50666, and Lots G, I and K of Tract No. 50667, for habitat conservation and public access purposes. The Additional Setback shall be offered for dedication regardless of whether Real Parties in Interest purchase, lease, license, or secure other right to the District parcel, whether for the purpose of incorporating it into the golf course or for any other purpose. Any additional land adjacent to Halfway Point Park not needed for the play and aesthetics of the golf course and club house, as determined by Real Parties in Interest, will be included in Halfway Point Park.

H. Real Parties in Interest shall perform all duties arising under the Habitat Conservation Plan ("HCP"), Implementing Agreement ("IA") and conditions of any incidental take permit issued under Section 10(a) of the Endangered Species Act of 1973 (the "ESA documents"), regardless of any statutory or regulatory changes that may diminish their duties under the ESA or its implementing regulations. It is understood that this provision will not prevent amendments of the HCP requested by or acceptable to the United States Fish and Wildlife Service and California Department of Fish and Game made without regard to any delisting of the California coastal Gnatcatcher (such as to provide for better adaptive management of coastal sage scrub), provided that Real Parties in Interest will not seek to reduce the habitat conservation area, or change the location of the off-site conservation easement area in Shoreline Park, as shown on Figure 4 of the February 1995 draft Habitat Conservation Plan, or diminish the funding commitment for habitat maintenance and restoration as set forth in the ESA documents.

I. To the extent practicable, coastal sage scrub shall be introduced, enhanced and maintained in the Additional Setback, including those areas nearest the bluff edge. Real Parties in Interest will work with the United States Fish and Wildlife Service to identify and include the Additional Setback ~~created by~~ in the ESA documents. Bid requirements for maintenance of the coastal sage scrub habitat in the golf course shall be uniform throughout the golf course, unless the USFWS and/or CDFG designate special treatment areas subject to special requirements. Funding for maintenance of the coastal sage scrub and trail system shall be secured through the establishment of an assessment or special tax district comprised only of the private lands located in the City of Rancho Palos Verdes's Coastal Subregions 7 and 8, and\or through a greens fee tax or greens fee assessment.

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J. Real Parties in Interest will not propose or support any restriction on public access to and unrestricted hours of use of trails and parks between dawn and dusk.

K. The Real Parties in Interest shall cause the bluff edge setbacks specified in items A through E above to be staked by a licensed land surveyor at such time as the bluff edge dedication area is surveyed for conveyance to the City of Rancho Palos Verdes.

L. A grading monitor shall be appointed by the City, subject to the reasonable and timely approval of the Executive Director of the Commission, to oversee grading for the Project. The grading monitor shall be instructed to concurrently notify the parties to this Agreement of any grading violations occurring on the Project, and to copy the parties on all reports filed with the City. It is understood that grading may occur within the setbacks described in items A through E above, subject to revegetation as specified in item I above.

2. City and Commission Concurrence in Modifications. City and Commission agree, through their execution of this Agreement, that the modifications identified in the preceding paragraph are consistent with all land use approvals given by them for the Project, including without limitation Coastal Development Permit A-5-RPV-93-005A, and do not require any amendments to the existing land use approvals. City agrees to accept dedication of the Additional Setback Area and Lots E, F, G, H and K of Tract No. 50666, and Lots G, I and K of Tract No. 50667, upon completion of construction of the golf course and revegetation improvements.

3. Release. Plaintiffs and Real Parties in Interest will execute a Mutual Release (the "Mutual Release"), in the form set forth as Exhibit "B" hereto.

4. No Assistance In Other Litigation/Arbitration. The Plaintiffs agree not to oppose or voluntarily aid, assist, or encourage any opposition to full implementation of the Project, including any subsequent litigation or any other form of legal or administrative proceeding against the Project, including Real Parties in Interest' acquisition of the District parcel. It is understood that this provision shall not prohibit any of the Plaintiffs from offering constructive comments on amendments to the HCP (meaning comments that are non-procedural, and intended to enhance the function of the HCP without jeopardizing the successful implementation of the Project), provided that any such comments are made in a timely manner (which in any event shall not be more than fourteen (14) days of the receipt of the draft HCP). It is further understood that this provision shall not prohibit any of the Plaintiffs from initiating and maintaining any subsequent litigation or any other form of legal or administrative proceeding to enforce this Agreement, seek compliance with, or seek any other redress, as may be appropriate, for noncompliance with, the mitigations and conditions of approval of the permits and other conditions approved by the City, the Commission, United States Fish and Wildlife Service and California Department of Fish and Game.

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5. General Provisions.

A. If any dispute arises out of or concerning this Settlement Agreement and/or the Mutual Release, the prevailing party shall be entitled to recover, in addition to any damages and/or equitable relief, its reasonable attorneys fees in that dispute.

B. This Agreement and the exhibits hereto contain the entire agreement and understanding between the parties concerning the subject matter of this settlement and supersede and replace all prior negotiations, proposed agreements and agreements, written or oral. This Agreement does not cover any compensation for private attorney general fees and expenses pursuant to Code of Civil Procedure section 1021.5, which shall be covered by two separate written agreements dealing specifically with that subject, one dealing with each of Civil Actions No. BC 072817 and 083026. This Agreement shall not become effective until execution of those agreements.

C. This Agreement and the exhibits hereto may be amended or modified only by a written instrument signed by all parties or their successors in interest.

D. This Agreement and the exhibits hereto shall be interpreted, enforced and governed by the laws of the State of California.

E. This Agreement and the exhibits hereto shall be construed as if the parties jointly prepared them and any uncertainty or ambiguity shall not be interpreted against any one party.

F. If any provision of this Agreement or the exhibits hereto shall be deemed unenforceable for any reason, the remaining provisions will be given full force and effect.

G. This Agreement and the exhibits hereto may be executed in counterparts which when taken together constitute the entire agreement among the parties hereto.

H. The person(s) signing this Agreement on behalf of any specified party represents that he or she has full authority to execute this Agreement on behalf of such party.

I. This Agreement shall inure to the benefit of, and be binding upon, the heirs, successors in interest, and assignees of the respective parties. All heirs, successors and assignees shall be bound by the duties of the parties arising under this Agreement.

J. The waiver of any provision of this Agreement shall be invalid unless evidenced by a writing signed by the party to be charged therewith. The waiver of, or failure to enforce, any provision of this Agreement shall not be a waiver of any further breach of such provision or of any other provision hereof. The waiver by any party of the time for performing any act shall not be a waiver of the time for performing any other act or acts required under this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

THE SIERRA CLUB

By: _____
Basil Lorrearte
South Bay Regional Group

By: _____
Bonnie Sharpe
Chair, Angeles Chapter

THE CALIFORNIA NATIVE PLANT SOCIETY

By: _____
Angelika Brinkmann-Busi
South Coast Chapter

COASTAL CONSERVATION COALITION

By: _____
Andrew H. Sargent
President

SAVE OUR COASTLINE 2000

By: _____
Gar Goodson
Chairman

ANDREW SARGENT, as an individual

_____

PALOS VERDES LAND HOLDINGS COMPANY, L.P., a California limited partnership

By: Coastal Golf Corporation, a California corporation, general partner

By: _____

Its: CHIEF FINANCIAL OFFICER

PALOS VERDES LAND HOLDINGS COMPANY, INC., a California corporation

By: _____

Its: CHIEF FINANCIAL OFFICER

AND ZUCKERMAN BUILDING CO., a California corporation

By: _____

Its: President

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THE CITY OF RANCHO PALOS VERDES

By: _____

Its: Mayor Pro Tem

Approved as to form:

By: _____
Carol W. Lynch of RICHARDS, WATSON & GERSHON, legal counsel for City

CALIFORNIA COASTAL COMMISSION

By: _____

Its: _____

Approved as to form:

By: _____
Deputy Attorney General

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FIRST AMENDMENT TO SETTLEMENT AGREEMENT

This Agreement (hereinafter referred to as "Amendment"), dated and effective as of _____, 1995, is the First Amendment to the Settlement Agreement dated May ___, 1995, between The Sierra Club, The California Native Plant Society, Coastal Conservation Coalition, Save Our Coastline 2000, Andrew Sargent, Palos Verdes Land Holdings Company, Palos Verdes Land Holdings Company, Inc., Zuckerman Building Co., the City of Rancho Palos Verdes and the California Coastal Commission.

This Amendment makes the following revisions to the Settlement Agreement:

1. The third sentence of Recital A is hereby amended to read:

> "The Project permits development of the property with seventy-nine (79) single family residential lots and four (4) low income units, a public golf course, a public bluff-top oriented trail system, and coastal sage scrub preserves."

2. The first paragraph of Section 1 is hereby amended to read:

> "Project Modifications. Real Parties In Interest agree to modify the Project as described below and as depicted on the four maps attached as Exhibit "A" (tee locations must be set back from the bluff edge as specified on Exhibit "A", but otherwise are approximate) which are fully incorporated herein by reference[1] and govern the interpretation of the parties' mutual intent in the event the language below is in conflict with what is shown thereon:"

3. The last sentence of subparagraph A of Section 1 is hereby amended to read:

> "The strip of land at the southwesterly rim of Halfway Point Park, that previously included the eliminated/relocated tee, shall be included in Coastal Bluff Dedication Lot G or in the 1.0 acre minimum easement located within Golf Course Lot No. 38."

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[1] "The purpose of the four maps which are attached as Exhibit "A" is to illustrate the items which specifically have been negotiated by the parties pursuant to this Agreement and which are discussed herein. Accordingly, these four maps do not supersede other aspects of the project or conditions of approval imposed by the City or the Coastal Commission which are not expressly modified by the text of this Settlement Agreement."

4. The last sentence of subparagraph I of Section 1 is hereby amended to read:

"Funding for maintenance of the coastal sage scrub and trail system shall be secured through the establishment of an assessment district, or a new zone in an existing assessment district, formed in accordance with applicable law, which shall include the private lands located in the City of Rancho Palos Verdes Subregions 7 and 8, and/or through a greens fee tax or greens fee assessment."

5. Section 2 is hereby amended to read:

"2. City and Commission Concurrence in Modifications. City and Commission agree, through their execution of this Agreement, that the modifications identified in the preceding paragraph are consistent with all land use approvals given by them for the Project including, without limitation, Coastal Development Permit A-5-RPV-93-005A and all amendments to that permit issued as of October, 1995. City agrees to accept dedication of the Additional Setback Area and Lots E, F, G, H and K of Tract No. 50666, and Lots G, I and K of Tract No. 50667, upon completion of construction of the golf course and revegetation improvements. In the event of any discrepancy between this settlement agreement and the Coastal Permit issued by the Commission, as amended as of October 1995, the Coastal Permit takes precedence. Any further changes to the Project will need City and Commission review and approval."

6. Subparagraph B of Section 5 is hereby amended to read:

"B. This Agreement and the exhibits hereto contain the entire agreement and understanding between the parties concerning the subject matter of this settlement and supersede and replace all prior negotiations, proposed agreements and agreements, written or oral. This Agreement does not cover any compensation for private attorney general fees and expenses pursuant to Code of Civil Procedure, Section 1021.5, which shall be covered by two separate written agreements between Plaintiffs and Real Parties In Interest dealing specifically with that subject, one dealing with each of Civil Actions No. BC 072817 and 083026. This Agreement shall not become effective until execution of those agreements."

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7. Except as expressly amended herein, all of the provisions of the Settlement Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

THE SIERRA CLUB

By: _____
Basil Louros
South Bay Regional Group

By: _____
Bonnie E. Sharpe
Chair, Angeles Chapter

PALOS VERDES LAND HOLDINGS COMPANY, L.P., a California limited partnership

By: _____
Coastal Golf Corporation, a California corporation general partner

By: _____

Its: _____

THE CALIFORNIA NATIVE PLANT SOCIETY

By: _____
Angelika Brinkmann-Busi
South Coast Chapter

PALOS VERDES LAND HOLDINGS COMPANY, INC., a California corporation

By: _____

Its: _____

COASTAL CONSERVATION COALITION

By: _____
Andrew H. Sargent
President

AND ZUCKERMAN BUILDING CO., a California corporation

By: _____

Its: President

SAVE OUR COASTLINE 2000

By: _____
Gar Goodson
Chairman

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ANDREW SARGENT, as an individual

THE CITY OF RANCHO PALOS VERDES

By: _____

Its: Mayor Pro Tem

Approved as to form:

By: _____
Carol W. Lynch of
RICHARDS, WATSON & GERSHON,
City Attorney

CALIFORNIA COASTAL COMMISSION

By: _____

Its: _____

Approved as to form:

DANIEL E. LUNGREN
ATTORNEY GENERAL

By: _____
Jammee Jordan Patterson
Deputy Attorney General

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